

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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5W PUBLIC RELATIONS LLC

Plaintiff,

-against-

URGENTRN LLC

Defendants.

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DOCKET #

**COMPLAINT AND DEMAND
FOR JURY TRIAL**

Plaintiff, 5W PUBLIC RELATIONS LLC, by its attorneys, Shiryak, Bowman, Anderson, Gill & Kadochnikov LLP, complaining of the Defendants allege the following:

INTRODUCTION

1. This is an action for damages brought as the result of a breach of contract

PARTIES

2. Plaintiff, 5W Public Relations, LLC (“5W” or “Plaintiff”), is duly organized Limited Liability Company under the laws of the State of New York, with a principal place of business at 230 Park Ave, 31st Floor, New York, NY 10169.

3. Upon information and belief, Defendant, URGENTRN LLC (“URGENT” or “Defendant”) is a Limited Liability Company duly organized under the laws of the province of Puerto Rico with its principal place of business at 165 Ponce de Leon Ave, Suite 201, San Juan, PR 00917.

JURISDICTION AND VENUE

4. The Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332(a) because there is a complete diversity of citizenship between Plaintiff and Defendant and the amount in controversy exceeds \$75,000.

5. Venue is proper in this District under 28 U.S.C. § 1391 because a substantial part of the events or omissions giving rise to the claims occurred in this District.

STATEMENT OF FACTS

6. On or about April 1st, 2020, 5W and URGENT entered into an agreement whereby 5W agreed to provide public relations services and URGENT agreed to pay at least \$15,000 for 5W's services, invoiced via a monthly installment of \$15,000. ("Initial Agreement") This contract was then amended to include services provided by 5W, in which URGENT agreed to pay at least \$67,500, invoiced via monthly installments of \$22,500. (Addendum B) This contract was amended further in which URGENT agreed to pay an additional \$75,000 for 5W's services, invoiced via monthly installments of \$12,500. (Addendum C) The contract was amended once more in which URGENT agreed to pay the monthly fees in the amount of \$37,500, outlined in Addendum B; as well as monthly retainer fees in the amount of \$22,500, as outlined by Addendum C.

7. On or about June 8th, 2020, URGENT defaulted on the terms of the Agreement, by failing to remit all or part of the monthly installment payment due to 5W.

8. Throughout the performance of the contract by the Plaintiff, URGENT repeatedly praised Plaintiff's performance and promised to pay all outstanding invoices.

9. To date, the balance owed is \$339,808.82 remains outstanding, exclusive of costs and attorney's fees.

AS AND FOR A FIRST CAUSE OF ACTION

(Breach of Contract)

10. Plaintiff repeats and realleges paragraph 1 through 10 as if fully set forth herein.
11. Plaintiff and Defendants entered into a valid Agreement on or about April 1st, 2020.
12. Plaintiff substantially performed the terms of the agreement.
13. URGENT breached the Agreement by failing to pay monthly installments as per the terms of the Agreement. As the result of Defendants' breach

Plaintiffs are liable to Defendant for actual damages, together with pre-judgment interest, costs and attorneys' fees.

14. **WHEREFORE**, Plaintiff demands judgment in the amount exceeding any jurisdictional limits of this Court, but no less than \$339,808.82 plus interest, costs and attorneys fees.

AS AND FOR THE SECOND CAUSE OF ACTION (Plead in the alternative)

(Unjust Enrichment)

15. Plaintiff repeats and realleges paragraph 1 through 14 as if fully set forth herein.

16. URGENT benefitted by accepting services provided by the Plaintiff

17. It is against equity and good conscience to have the Defendant benefit by the Plaintiffs action with no compensation.

18. **WHEREFORE**, Plaintiff demands judgment in the amount exceeding any jurisdictional limits of this Court, but no less than \$339,808.82 plus interest, costs and attorneys fees.

AS AND FOR THE THIRD CAUSE OF ACTION (Plead in the alternative)

(Quantum Meruit)

15. Plaintiff repeats and realleges paragraph 1 through 18 as if fully set forth herein.

16. Plaintiff in good faith provided URGENT with public relations services.

17. URGENT accepted performance of services by the Plaintiff.

18. Plaintiff expected to be compensated for the services, the value of which is at least \$339,808.82.

19. **WHEREFORE**, Plaintiff demands judgment in the amount exceeding any jurisdictional limits of this Court, but no less than Plaintiff demands judgment in the amount exceeding any jurisdictional limits of this Court, but no less than \$339,808.82 plus interest, costs and attorneys fees.

AS AND FOR THE FOURTH CAUSE OF ACTION

(Account Stated)

20. Plaintiff repeats and realleges paragraph 1 through 19 as if fully set forth herein.
21. A true and accurate statement of account was presented to URGENT.
22. URGENT accepted the statement of account as correct and promised to pay the stated amount.
23. URGENT is indebted to the 5W on an account in the amount of no less than \$339,808.82.
20. **WHEREFORE**, Plaintiff demands judgment in the amount exceeding any jurisdictional limits of this Court, but no less than \$339,808.82 plus interest, costs and attorneys fees.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests this Honorable Court to entered judgment in favor of the Plaintiff and against the Defendant as follows:

a. In the amount of no less than \$339,808.82 plus interest, costs and attorneys fees on the First Cause of Action;

b. In the amount of no less than \$339,808.82 plus interest, costs and attorneys fees on the Second Cause of Action;

c. In the amount of no less than \$339,808.82 plus interest, costs and attorneys fees on the Third Cause of Action;

d. In the amount of no less than \$339,808.82 plus interest, costs and attorneys fees on the Fourth Cause of Action;

Dated: Kew Gardens, NY
August 7th, 2020

/s/ Kadochnikov

Alexander Kadochnikov
Shiryak, Bowman, Anderson, Gill & Kadochnikov, LLP
Attorney for the Plaintiff
80-02 Kew Gardens Rd, Suite 600
Kew Gardens, NY 11415
718-577-3261
akadochnikov@sbagk.com

